

General Terms and Conditions of Purchase (GTCs) of BBC Cellpack GmbH

As of: June 2022

1. General Provisions - Scope

- 1.1** Unless otherwise agreed in writing, the following Terms and Conditions of Purchase, as amended from time to time, shall apply exclusively to all of our purchase orders and/or to all deliveries of goods and services by our suppliers or service providers (hereinafter referred to collectively as delivery). The terms and conditions of the supplier or service provider (hereinafter referred to collectively as "Supplier") only apply insofar as we have agreed to their application in writing. Our Terms and Conditions of Purchase also apply exclusively even if we accept or pay for the delivery without reservation in the knowledge that the Supplier's terms and conditions conflict with or differ from our own.
- 1.2** Our Terms and Conditions of Purchase also apply to all future transactions with the Supplier.

2. Purchase Orders - Conclusion of Contracts - Ban on Advertising

- 2.1** Purchase orders and agreements must be issued in writing in order to be binding. In particular, our staff are obliged to give written confirmation of any oral ancillary agreements or guarantees which go beyond the content of the written contract, or modify these GTCs in a manner that is to our disadvantage. This also applies to additionally agreed deliveries of goods or services. Failure to respond to proposals, claims etc. by the Supplier shall on no account be deemed as acceptance by us of the Supplier's proposal.
- 2.2** Insofar as our purchase order differs from the offer, the Supplier must confirm our purchase order in writing. We will not recognise any order confirmation which deviates from our purchase order, even if we do not object to it in writing. We are entitled to withdraw our purchase orders up until we receive the respective order confirmation. Compliance with the acceptance deadline is determined by the date on which we receive the acceptance.
- 2.3** We may require the Supplier to modify the delivery, as well as the deadline for delivery and performance, even after conclusion of the contract, insofar as this is reasonable for the Supplier - having due consideration for the interests of both parties. In the event of such a contractual modification, due consideration must be given to the effects on both parties, particularly increases or decreases in costs or changes to deadlines for delivery or performance.
- 2.4** We reserve all rights of ownership and copyright to illustrations, drawings, plans, calculations and other documentation. They must be treated as strictly confidential and must not be either copied or otherwise duplicated or made available to third parties without our express written consent. They shall be used exclusively for manufacture based on our purchase order; following execution of the purchase order, they must be returned to us without further request.
- 2.5** The Supplier is obliged to inform us, prior to conclusion of the contract, if it is aware that the items to be delivered are unfit for our intended purpose. Likewise, the Supplier shall inform us of any particular safety, health, environmental or other risks which are liable to impair the re-saleability of the delivery items. Failure to do so shall mean that the delivery items are not in conformity with the contract.
- 2.6** Along with the offer, the Supplier shall submit to us all necessary drawings and documents required for an explanation of the technical details of the delivery. Such explanation or other involvement by us in the drafting work, shall not however release the Supplier from its sole responsibility for the product or services and any resulting obligations under warranty or other obligations. The preparation of drafts, cost estimates and similar preparatory work shall be free of charge to us unless otherwise agreed in the individual case.
- 2.7** The Supplier is only entitled to publicise the collaboration or otherwise use it for advertising purposes (e.g. in a list of references) with our express written consent. The use of our company name, trademark, lettering or other protected identifiers for any purpose other than purely for performance of the contract requires prior written consent.

3. Prices - Payment Terms - Set-off/Right of Retention

- 3.1** Invoicing shall take place no earlier than the time of delivery of the product, including all contractually relevant documents, and/or - where an approval is required - the time of approval of the service, otherwise at the time of performance of the service. Invoices must be sent by e-mail with an attachment in PDF format to the invoice address: Invoice_0051@cellpack.com They must not be enclosed with the goods.
- 3.2** In order to ensure smooth processing of the invoices, certain rules must be complied with. Only one PDF may be sent as a PDF attachment (incl. annexes) per invoice and the email must not contain any additional written information for the invoice processor. The recipient must be the e-mail address of the electronic mailbox. All other recipients must be entered under CC. The file name of the attachment must not contain any special characters or umlauts. The invoices must contain the correct information pursuant to Section 14(4) Value Added Tax Act (UStG). The order number must be indicated or, if the order number is unknown, the e-mail address of the contact person/purchaser. Invoices that fail to comply, in whole or in part, with the necessary formalities cannot be processed and will be rejected.
- 3.3** Unless otherwise agreed, payments will be made at our discretion within 30 days net without deduction or within 14 days with a 3% discount, provided we have no complaints about the delivered goods/service. The payment period commences on receipt by us of the proper invoice and all necessary documents (e.g. certificates of material tests). Compliance with the payment deadline is determined by the date on which the payment transaction is effected. Delays in payment due to a failure by the Supplier to submit invoices in compliance with the requirements of this Clause 3, shall be at the expense of the Supplier.
- 3.4** Even if we should have been aware, at the time of payment, that the delivered goods or services were defective, payment of the invoice shall not be deemed to be a waiver of our claims due to defects in the goods or services.
- 3.5** We are entitled to rights of set-off and retention to the extent provided by law. We are also entitled to set the Supplier's claims off against the claims of our affiliated companies. The Supplier may only offset its own claims if and insofar as its counterclaims have been upheld by a final court judgement, are undisputed or have been recognised by us. The Supplier is only entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship and is due for payment.

4. Delivery Time - Delivery Conditions - Transfer of Risk/Title - Packaging

- 4.1** The dates and times of delivery / performance specified in our purchase order are agreed as binding unless the Supplier has expressly objected to them in writing or we have agreed different dates with the Supplier in writing. Compliance with the agreed dates is determined by receipt of the goods at the destination specified by us and/or - where an approval is required - the time of successful approval, otherwise at the time of performance of the service
- 4.2** The Supplier is only entitled to effect partial delivery of goods and services with our written consent. Acceptance of over-deliveries of goods or services and/or - where an approval is required - their approval, shall be at our sole, freely exercised discretion.
- 4.3** In the case of premature delivery of goods or services, we may refuse acceptance of the goods or services and/or - where approval is required - their approval, at the Supplier's expense and risk. If we accept delivery of the goods or services and/or - where approval is required - approve them, the Supplier shall reimburse us for any additional costs resulting therefrom (e.g. storage costs, insurance costs).
- 4.4** The Supplier is obliged to inform us, in writing and without undue delay, if circumstances arise, or become apparent to the Supplier, indicating that it will not be possible to effect performance, in whole or in part, within the prescribed period. The Supplier must inform us without undue delay of the reasons for the delay and the likely duration. The Supplier's obligation to effect on-time delivery of goods and/or services remains unaffected by this. If the Supplier fails to comply with this duty of notification and we incur damages as a result, we will be entitled to claim compensation. In this regard, the Supplier cannot plead that it is not responsible for the delay.
- 4.5** In the event of default, we are entitled to claim a contractual penalty of 0.5% of the agreed total price of the delivery for each complete week of delay, up to a total maximum of 5%. This shall be without prejudice to additional statutory rights. The Supplier is free to show that the loss was lower than the contractual penalty.
- 4.6** We are entitled to stipulate the shipping method and carrier. Insofar as we have to bear the transport costs, in accordance with the contractual agreement, the most favourably priced transport option for us shall be chosen for the delivery.
- 4.7** Unless otherwise agreed with the Supplier, delivery within the European Union (EU) or the Schengen area, must take place FCA named place of delivery Incoterms® 2020; deliveries from third countries must take place FOB named port of loading Incoterms® 2020.
- 4.8** Every delivery must be accompanied by delivery notes containing our order number, our order reference, our item number, the type of packaging as well as the quantity and weight of the delivery. The Supplier must observe the requirements regarding the procedure for delivery to our business premises.
- 4.9** The Supplier has not fulfilled its delivery obligations until we have received the proper delivery and shipping documents pursuant to Clause 4.8. Until then, we are entitled to place the delivery into storage at the Supplier's expense and risk.
- 4.10** Title to the delivered goods shall pass to us upon handover. We will not recognise any prolongation or extension of the retention of title by the Supplier.
- 4.11** The Supplier is liable for providing appropriate packaging. The Supplier must comply with our packaging instructions. In other respects, the Supplier is obliged to avoid superfluous packaging and thus to minimise the expense incurred by us for the disposal of packaging.

5. Claims under Warranty

- 5.1** The Supplier warrants that the delivery is free of legal or material defects at the time of handover to us or our customer, and complies with the latest state of the art, the relevant legal (national as well as European) provisions (in particular but not exclusively the requirements for technical safety, occupational health and safety, accident prevention and environmental and fire protection) and the regulations and guidelines of the authorities, professional and trade associations as well as the mandatory functions and specifications. If there are varying versions of these standards, the German version shall take precedence.
- 5.2** The Supplier is obliged to carry out an outgoing goods inspection. Following receipt, we will inspect the goods, based on a comparison of the delivery documents (delivery note and/or packing list) with the order documents, as regards identity and quantity, and randomly as regards obvious defects and externally visible transport damage. There is no further obligation to examine the goods. We will report any other defects to the Supplier without undue delay following their discovery. In this regard, the Supplier waives its defence of late notification of defects. In the event that we conclude a separate agreement with the Supplier, which diverges from this, such as in the context of a Quality Assurance Agreement (QAA), the provisions therein shall take precedence.
- 5.3** In case of defects, we are entitled to require rectification of defects or replacement delivery, at our own discretion. In case of urgency or following the unsuccessful expiry of a reasonable extension of time, we are also entitled, at the Supplier's expense, to rectify the defects ourselves, have them rectified by a third party or to obtain a replacement elsewhere.
- 5.4** The Supplier is obliged to bear all expenses for the purpose of rectification of defects, in particular also the costs of removal and installation, or of replacement delivery at the respective place of use of the goods. We will inform the Supplier of the place of use on request.
- 5.5** If, as a result of defective delivery, an incoming goods inspection becomes necessary which exceeds the usual scope, the Supplier shall bear the costs thereof.
- 5.6** The limitation period shall be 36 months from delivery or - if approval has been agreed - from approval. With respect to materials used in accordance with their customary use for a building, the limitation period is 6 years from delivery or - if such has been agreed - from approval.
- 5.7** In the event that, as a result of the defectiveness of the Supplier's delivery item, we take back our products or the purchase price is reduced or we are subject to other claims, we reserve the right of recourse against the Supplier. There is no need for an otherwise customary deadline. The Supplier shall also reimburse us for the expenses necessary in this regard. Irrespective of the provision in the first sentence of Clause 5.6, the aforementioned claims shall expire no earlier than 2 months after the date on which we fulfil the claims vis à vis our customer, but no later than 5 years after delivery.
- 5.8** If defective parts are repaired or replaced, the respective limitation period under Clause 5 will start afresh.

5.9 The confirmation of the receipt of deliveries or their acceptance or approval does not release the Supplier from its warranty obligations even if we are aware of a defect.

6. Product Liability - Indemnification - Liability Insurance Cover

- 6.1** Where claims are brought against us by a customer or other third party based on product liability, the Supplier is obliged to indemnify us at our first written request against such claims if and insofar as the damage was caused or partly caused by a defect in the product supplied by the Supplier; and the Supplier is obliged to actively support us in defending such claims. For this purpose, the Supplier must retain all documents relating to the delivery in accordance with the statutory requirements as from receipt of the delivery by us. In the case of fault-based liability, however, this shall only apply if the Supplier is at fault.
- 6.2** Insofar as the cause of damage lies within the Supplier's area of responsibility, proof of a causal link between the defect and the damage shall suffice. Otherwise, the Supplier shall bear the burden of proof.
- 6.3** The Supplier shall bear all costs and expenses corresponding to its share of the cause/fault including the costs of any litigation, any removal/installation costs or any product recall which we undertake. This also applies in the case of identifiable or impending serial defects. The Supplier shall reimburse us for the costs of any such product recall, even after expiry of the warranty period, if the recall is carried out by us on the basis of an official order or in order to prevent any danger to life and limb of the product users or external third parties.
- 6.4** The Supplier undertakes to maintain liability insurance, including personal injury and property damage as well as product recall and extended product liability (incl. removal and installation costs), with an adequate amount of cover and to provide us with evidence of this upon request.
- 6.5** Damage arising from a failure to comply with these conditions shall be borne by the Supplier. The Supplier shall also be liable for any simple negligence on the part of its employees or agents. The Supplier shall be responsible for any fault on the part of third parties which it engages, particularly its vicarious agents, suppliers and subcontractors, to the same extent as for its own fault.
- 6.6** The Supplier is not entitled to change the delivery after conclusion of the contract or during the delivery period without our express written consent. This shall also apply to minor changes and even if the individual specifications, dimensions, analyses, compositions, manufacturing processes etc. remain unchanged. Changes to the delivery are permissible following our written declaration of consent. If the Supplier culpably fails to comply with this obligation, it shall be liable for all costs payable by us to third parties as a result of this breach of obligation, e.g. due to follow-up investigations, experts' reports, additional calculations, replacements etc.
- 6.7** If the Supplier intends to introduce, for future deliveries, changes to manufacturing processes, the composition or properties of the products, the manufacturing location, the upstream supplier of materials or upstream products as well as the process or equipment for testing the products, or other changes which are relevant for the use of the delivery item by us or our customers, the Supplier shall give us written notification of this in good time, but at least 3 months in advance, or earlier insofar as longer notification periods apply under the relevant industry or quality standards, or if we have agreed this accordingly with the Supplier.

7. Intellectual Property

- 7.1** The Supplier warrants that no third party intellectual property rights are infringed in connection with its delivery - including in the country of use.
- 7.2** In the event that we are subject to third-party claims for infringement of intellectual property rights in connection with the delivery, the Supplier is obliged to indemnify us against such claims upon the first written request. The duty to indemnify relates to all expenses incurred by us from or in connection with such third-party claims.
- 7.3** The Supplier shall not be liable insofar as it performs deliveries exclusively according to our drawings and models and did not know, or was not required to know, that performance of these Deliveries infringed third-party rights.

8. Reservation of Title in the Case of Provision of Materials - Tooling - Work carried out on our Premises or those of our Customer – Confidentiality

- 8.1** The Supplier shall inspect goods provided by us without undue delay following handover by us or our upstream supplier, and inform us without undue delay if a defect is found. If a defect subsequently becomes apparent, notification must take place without undue delay following discovery. If the Supplier fails to comply with these obligations, the Supplier shall be obliged to compensate us for all resulting damages (e.g. due to the loss of warranty claims against our upstream supplier). In addition, in the event of a breach of the aforementioned duties of inspection and notification of defects, the Supplier shall be liable to us for defects in the product which it delivers to us, even if such defects are attributable to defects in the goods provided by us.
- 8.2** Insofar as we provide parts to the Supplier, we reserve title to them. Processing or transformation by the Supplier is carried out on our behalf. Where our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item to the other processed items at the time of processing.
- 8.3** Where the goods provided by us are inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved item to the other mixed items at the time of mixing. If mixing is carried out in such a way that the Supplier's item is to be regarded as the main item, it is deemed to be agreed that the Supplier transfers proportionate co-ownership to us. The Supplier shall store the solely or jointly owned property, free of charge, on our behalf.
- 8.4** Tools or other manufacturing equipment, which are manufactured at our behest and paid for by us, shall become our property upon payment in full. Instead of transferring possession to us, the Supplier shall store the items with the care of a prudent businessperson, free of charge, on our behalf. The Supplier shall store the tools owned by us separately from other items that are not our property. Our ownership of the items must be indicated on the items themselves and in the company accounts. Following termination of the business relationship, tools must be returned upon request.
- 8.5** Products that are manufactured according to documentation developed by us (such as drawings, models and such like) or according to our confidential information, or using our tools or copies of our tools, may not be used by the Supplier itself, or offered or supplied to third parties.

- 8.6** Where the Supplier's staff or agents carry out work in performance of the contract, on our premises or those of our customers, they must observe the accident prevention regulations and all other provisions relating to safety as well as the respective company rules. They are not permitted to commence work without knowledge of these regulations.
- 8.7** Assembly and installation work is subject to approval. Approval occurs when our authorised representative gives express written confirmation that the Supplier's work conforms to the contract. We can, however, still assert defects on submission of the final invoice. If we fail to comply with our approval obligation, the Supplier must grant us a grace period of at least 3 weeks.
- 8.8** The hours worked and the materials provided by the Supplier must be confirmed, by a representative of our company, in writing and without undue delay following performance of the work and in any case no later than the day of performance.
- 8.9** The Supplier is obliged to maintain strict secrecy regarding all details of our order such as e.g. quantities, technical design, conditions etc. as well as all samples, illustrations, drawings, calculations and other documents and confidential information, which it receives from us either intentionally or by accident. Documents and other items of any kind, such as e.g. samples, drawings, tools, models and such like, which we make available to the Supplier, shall remain our property and shall be returned to us free of charge and without request as soon as they are no longer required for performance of the purchase order. Such items must not be used by the Supplier for its own purposes or made accessible to third parties.
- 8.10** In the event of a breach or breaches of the duty of confidentiality pursuant to Clause 8.9, the Supplier undertakes to pay a contractual penalty amounting 25% of the order value representing the minimum amount of the damages accruing to us as a result of the breach, unless the Supplier is not responsible for the breach. In case of particularly serious breaches, we are also entitled to dissolve the entire contractual relationship with the Supplier, with immediate effect and without liability for compensation, as well as to reclaim any payments that have already been made. A particularly serious breach exists where the Supplier passes on the knowledge that it has acquired or received, to third parties that are in competition with us.
- 9. Assignment**
Any assignment or pledge of the rights accruing to the Supplier under the contract requires our written consent. If the Supplier for its part is supplied subject to an extended reservation of title, consent within the meaning of the preceding sentence is deemed to have been given. If, contrary to Clause 9, sentence 1, the Supplier assigns its claims to a third party without our consent, the assignment shall nevertheless be valid. We can, however, make payment either to the Supplier or the third party with discharging effect, at our own discretion.
- 10. Foreign Trade Law / Export Restrictions**
- 10.1** The Supplier must inform us without undue delay if a delivery is subject, in whole or in part, to export restrictions under German or any other applicable law. Insofar as the granting of an export licence is necessary for delivery to us, the Supplier shall be responsible for obtaining such licence.
- 10.2** The Supplier is obliged to submit supplier declarations within the meaning of EC Regulation 1207/2001 and to confirm the preferential status of the products. The indication of the country of origin on the invoice is not sufficient for this purpose. The Supplier is responsible for the accuracy of the supplier declaration and is liable to us for any damages. Submission of a long-term supplier declaration is permitted; however, a supplier declaration must be submitted without fail at our request.
- 11. Social Responsibility**
- 11.1** The Supplier affirms its commitment to social responsibility and also considers social and ecological matters as part of sustainable corporate governance. As part of its corporate responsibility, the Supplier in particular affirms its commitment to safeguarding human rights, compliance with labour standards and ensuring that discrimination as well as forced labour and child labour are not tolerated in the manufacture of products or the provision of services. The Supplier confirms that it will not tolerate any form of bribery and corruption, or source or use materials from regions or countries where serious ethical and/or environmental concerns are raised. At our request, the Supplier shall provide the necessary information, in writing, about the measures that have been taken to implement its social responsibility policy. The Supplier also undertakes to promote compliance with the foregoing principles to the best of its ability in its own supply chain.
- 12. Environmental Provisions**
- 12.1** The Supplier guarantees that Deliveries comply with the statutory provisions, the latest state of the art and the agreed product specifications. This includes, in particular, compliance with the Product Safety Act, the provisions on the CE symbol, the Electrical and Electronic Equipment Act, the Ordinance restricting the use of hazardous substances in electrical and electronic equipment, and Directives 2011/65/EU (RoHS) and 2012/19/EC (WEEE2) as well as other laws, regulations and other provisions enacted for their implementation in the Federal Republic of Germany. The Supplier also guarantees to effect performance in accordance with the latest state of the art technology.
- 12.2** Current substance bans must be complied with by the Supplier. The Supplier guarantees that its products comply with the provisions of the REACH Regulation 1907/2006 on the registration, evaluation, authorisation and restriction of chemicals. This also applies if the Supplier is not resident in the EU. The Supplier's products do not contain any substances of very high concern within the meaning of Art. 57 REACH Regulation nor any substances on the current list of substances eligible for inclusion in Annex XIV (so-called candidate list) in accordance with Art 59 REACH Regulation. The Supplier shall inform us in writing, without undue delay and of its own accord, if a product that has been ordered or already delivered contains - for whatever reason - such substances, and indicate the concentration in percent by mass.
- 12.3** The Supplier undertakes to supply the delivery item in accordance with the provisions of Regulation (EU) 2017/821 of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas and with Section 1502 of the US Dodd-Frank Act. The Supplier additionally undertakes to identify the use of so-called "conflict minerals" (tin, gold, tantalum and tungsten) in its supply chain and to take appropriate

measures to ensure that the delivery item does not contain any conflict minerals in accordance with Regulation (EU) 2017/821 of 17 May 2017 and Section 1502 of the US Dodd-Frank Act. If products delivered by the Supplier nevertheless contain conflict minerals, the Supplier is obliged, by submitting the CMRT (Conflict Minerals Reporting Template, see <http://www.conflictfreemelter.org/conflict-minerals-reporting-template/>), to provide us with all relevant information by no later than the date of delivery. The Supplier is also obliged to submit an annual update of the CMRT (Conflict Minerals Reporting Template) to Purchasing by the end of the 1st quarter.

- 12.4** The Supplier is obliged to ensure compliance with the environmental regulations under Clause 12 by means of suitable contractual arrangements with its sub-suppliers.

13. Data Privacy

The collection, processing, use, sharing and storage of personal data, required in the context of the performance of the contract, must be carried out by the Supplier in compliance with the statutory provisions.

14. Quality Management / Quality Assurance

- 14.1** The Supplier shall maintain a quality management system (QM system) pursuant to DIN EN ISO 9001 et seq. or a comparable QM system that is suitable in terms of type and scope. The Supplier shall describe its QM system in a suitable manner and provide us with evidence thereof upon request. In the event of certification of the QM system, the QM certificate will be made available to us. When the validity expires, the Supplier will provide us with the new certificate of its own accord.

- 14.2** The Supplier must keep regular records of the quality inspections which it carries out and make them available to us at short notice upon request. The Supplier's QM system also provides for corrective action if deviations or potential errors are discovered in the system.

- 14.3** The Supplier shall conclude a corresponding quality assurance agreement (QAA) with us if we consider this to be necessary.

- 14.4** The Supplier shall oblige its sub-suppliers to establish and maintain a QM system at least in accordance with the provisions of Clause 14 (1), which ensures the defect-free quality of its purchased and / or externally finished parts. We may require documentary proof from the Supplier that the Supplier has satisfied itself of the efficacy of the QM system put in place by its sub-suppliers.

- 14.5** Following prior notice, we are entitled to enter the Supplier's production facilities and other business premises during normal business hours in order to verify compliance with the quality assurance requirements. The implementation of such a verification shall not release the Supplier from its liability to effect proper delivery of goods or services.

- 14.6** Where quality problems arise that are caused by parts or upstream products, the Supplier shall, following prior notice, arrange for us or our customer to carry out an audit of its sub-suppliers.

- 14.7** The Supplier shall ensure the traceability of its products at all times. In addition, the Supplier shall take appropriate measures to ensure that, in the event of a defect in one of its products, it is able to determine, without undue delay, which other products may be affected.

15. Written Form, Place of Performance, Jurisdiction and Applicable Law

- 15.1** Insofar as these General Terms and Conditions of Purchase of Goods and Services stipulate that declarations of intent or notifications must be made in writing, compliance with the written form is also deemed to include text form, i.e. fax or email.

- 15.2** Place of performance for the goods is the place to which they are to be delivered in accordance with the order. For all other obligations arising from the contractual relationship, our registered office shall be the place of performance.

- 15.3** **The court of jurisdiction is the court responsible for our registered office insofar as the Supplier is a trader within the meaning of the German Commercial Code. We are, however, entitled to bring actions in the court with jurisdiction over the Supplier's registered office.**

- 15.4** German law applies. Application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.